

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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VUGO, INC.,

Plaintiff,

- against -

CITY OF NEW YORK,

Defendant.

**STIPULATION OF
SETTLEMENT OF
PLAINTIFF'S
MOTION FOR
ATTORNEY FEES**

15 CV 8253 (RA)

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WHEREAS, the Plaintiff commenced this action under 42 U.S.C. § 1983 by filing a complaint on or about October 20, 2015, alleging that the Defendant violated its rights under the First Amendment to the U.S. Constitution;

WHEREAS, by Opinion and Order dated February 22, 2018, the District Court granted Plaintiff's motion for summary judgment and denied Defendant's motion for summary judgment (the "Summary Judgment Order");

WHEREAS, on March 9, 2018, Plaintiff filed a motion for attorney fees, seeking an order awarding attorney fees and costs in the cumulative amount of \$84,511.48;

WHEREAS, on March 23, 2018, Defendant filed a Notice of Appeal from the Summary Judgment Order;

WHEREAS, the parties now wish to resolve Plaintiff's motion for attorney fees, contingent upon the disposition of Defendant's appeal;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that Plaintiff's motion for attorney fees is resolved upon the following terms:

1. The Plaintiff has incurred reasonable attorney fees, costs and expenses in the amount of \$75,821.50 (the “Attorney Fees”), up to the date of the execution of this Stipulation, payable to their attorneys, Rubric Legal LLC.

2. If the Summary Judgment Order is upheld after all appellate remedies have been exhausted, the Defendant will owe the Attorney Fees to Rubric Legal LLC, which will become due within three months after the date that all appellate remedies have been exhausted.

3. If the Summary Judgment Order is not upheld on appeal, the Defendant shall now owe the Attorney Fees to the Plaintiff, or any other costs, expenses, or attorney fees.

4. Rubric Legal LLC shall execute and deliver to Defendant’s attorney all documents and information necessary for the City of New York to process payment of the Attorney Fees, including, but not necessarily limited to, a completed W-9 form.

5. This Stipulation shall not preclude Plaintiff from submitting a motion to the District Court for resolution of reasonable attorney fees and costs incurred in connection with the appeal after March 9, 2018 if the Summary Judgment Order is upheld on appeal and the parties are unable to agree on reasonable appellate attorney fees and costs.

6. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except for the purposes of further proceedings in this case, including any proceedings to enforce the terms of this agreement.

7. This Stipulation contains all the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties, or to vary the terms and conditions contained herein.

8. The parties have reviewed and revised this agreement, and any rule of construction by which any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this agreement.

9. The District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms set forth in this Stipulation.

10. This Stipulation may be signed in counterpart and a facsimile and/or scanned signature shall be deemed an original.

Dated: May 31, 2018
New York, New York

RUBRIC LEGAL LLC
Attorney for Plaintiff
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By: /s/ Chad Snyder
Chad Snyder
Partner

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
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By: /s/ Max Sarinsky
Max Sarinsky
Assistant Corporation Counsel

SO ORDERED:
